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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DEVAUGHN WARE,

Petitioner,

v.

NABORS COMPLETION &
PRODUCTION SERVICES CO., a
Delaware corporation, now known as
C&J Well Services, Inc.,

Respondent.

Case No.: 2:22-cv-07149-DDP-JPRx

District Judge: Dean D. Pregerson
Magistrate Judge: Jean P. Rosenbluth

JUDGMENT

WHEREAS, on April 2, 2015 two former employees of Respondent NABORS COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES, INC. (“NABORS”), Brandyn Ridgeway (“Ridgeway”) and Tim Smith (“Smith”), filed a putative class action alleging, among other things, claims under Labor Code §1194(a) and 1771 for failure to pay the minimum prevailing wage and overtime, under Labor Code §226(e) for failure to provide accurate itemized wage statements under Labor Code §226(a), and for related interest and penalties, as well as attorneys’ fees and costs, (CACD Case No. 2:15–cv–03436–DDP–VBKx; “Ridgeway class action”);

1 WHEREAS, on June 29, 2015 NABORS brought a motion to compel arbitration of
2 Ridgeway and Smith's individual claims pursuant to 9 U.S.C. §2, the Federal Arbitration
3 Act ("FAA") and a written arbitration agreement that included a class action waiver;

4 WHEREAS, on October 13, 2015 this Court denied NABORS' motion to compel
5 arbitration, finding the arbitration agreement unenforceable;

6 WHEREAS, NABORS timely appealed the denial of its motion to compel
7 arbitration;

8 WHEREAS, on February 13, 2018 the Ninth Circuit Court of Appeal issued a
9 Memorandum which reversed the Court's order denying the motion and remanded with
10 instructions;

11 WHEREAS, on March 30, 2018, Petitioner Devaughn Ware ("Ware"), a putative
12 class member in the Ridgeway class action, commenced an individual arbitration at JAMS;

13 WHEREAS, Ware's individual claims were adjudicated by JAMS Arbitrator Hon.
14 Rosalyn M. Chapman (Ret.) resulting in an Interim Award issued May 31, 2022 and a Final
15 Arbitration Award issued September 26, 2022, in favor of Ware;

16 WHEREAS, on October 2, 2022 Ware filed the instant Petition to Confirm Final
17 Arbitration Award, For Further Attorneys' Fees and Costs, and to Enter Judgment Against
18 Nabors; Nabors appeared, filed an answer and filed a crossclaim to vacate the Final Award;

19 WHEREAS, on May 10, 2023 the Court issued its Amended Order Re: Petitioner's
20 Motion To Confirm Final Arbitration Award And For Further Attorneys' Fees And Costs
21 granted Ware's motion and confirmed the Final JAMS Arbitration Award issued by
22 Arbitrator Hon. Rosalyn M. Miller (Ret.) in the Arbitration JAMS Case No. 1220058933
23 and denied NABORS' request to vacate the award.

24 THEREFORE, IT IS ADJUDGED THAT:

25 Petitioner DEVAUGHN WARE shall recover against Respondent NABORS
26 COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES, INC.
27 ("NABORS") in the amount of \$45,449.35 in unpaid wages (including offsetting credits in
28 the amount of \$3,594 for fringe benefits paid by Nabors), interest through March 8, 2022

1 in the amount of \$40,222.67, continuing interest at the daily rate of \$12.45 (10% per
2 annum) until paid in full, statutory penalties in the amount of \$25,506, attorney's fees in
3 the amount of \$185,750.13, and costs in the amount of \$4,001.50, as awarded by the
4 Arbitrator; and,

5 Additional post-arbitration attorneys' fees in the amount of \$7,290 and for costs in
6 the amount of \$402.

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8 DATED: June 2, 2023



9 DEAN D. PREGERSON
10 UNITED STATES DISTRICT JUDGE
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